

**Memorandum of Agreement
Between
Children's Dental Services (CDS)
And
[School or Site]**

This Memorandum of Agreement is designed to formalize the continuing relationship between Children's Dental Services (CDS), hereinafter referred to as CDS and **[School or Site]** regarding the operation of portable dental clinics (PDC).

Terms of Agreement

1. **[School or Site]** agrees to provide the following at no cost to CDS at each of the locations where clinic services are provided:
 - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each site, CDS will have access to conference rooms.
 - All utilities.
 - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
 - Rubbish removal (non-hazardous waste).
 - Custodial and housekeeping services.
 - Access to the internet and phones at each site.

2. CDS will provide the following at no cost to **[School or Site]**
 - Comprehensive school-based dental center services as defined in the consent form and in compliance with CDS policies.
 - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
 - Proper maintenance and disposal of hazardous waste.
 - Appropriate staffing for the dental care (with training and licensing as required by law).
 - Supervision of dental staff.
 - All billing responsibilities.
 - Dental malpractice insurance for all appropriate staff.
 - All dental equipment installed is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

3. CDS and **[School or Site]** mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs,

brochures and correspondence, naming CDS as the entity operating the dental care, and the [School or Site] is the host and collaborating agency for the dental care.

4. CDS agrees acknowledges and agrees that CDS employees must successfully pass a background check selected by [School or Site], in its sole discretion, before any services may be performed, and as may be required thereafter for the proper performance of duties for or on behalf of [School or Site]. CDS agrees to submit to the necessary background check, and to assist [School or Site] by completing any necessary documents. CDS agrees that, in performing services, it will only utilize individuals who have passed the required background check. [School or Site] will pay all costs for each background check, unless otherwise agreed upon by both parties. [School or Site] will notify CDS if any background results are unacceptable.
5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.
6. CDS will protect the confidentiality of any and all information received from patients who seek services at the children's dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.
7. CDS and [School or Site] staff will work cooperatively. This includes collaboration whenever possible between clinic staff and community center staff in addressing patient needs.
8. Either [School or Site] or CDS may terminate this Agreement with or without cause upon at least thirty (30) days written notice to the other party.
9. This agreement will commence on November 16, 2015 and shall remain effective until such time as either or both parties agree, in writing, to any changes and/or termination giving at least thirty (30) days' notice.
10. This Agreement constitutes the entire understanding and Agreement between CDS and [School or Site] with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.
11. This Agreement may be amended only in writing signed by all the parties hereto.
12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:

- 13. The laws of the State of Minnesota shall govern this Agreement.
- 14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between [School or Site] and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
- 15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
- 16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
- 17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
- 18. CDS and [School or Site] shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.

The Parties hereby cause this instrument to be executed by their duly authorized officers:

 Sarah Wovcha
 Executive Director,
 Children’s Dental Services
 636 Broadway Street NE
 Minneapolis, MN 55413
 (612) 746-1530

Date

Director, [School or Site]

Date